

## 1. Roll Call

Randall Hoak, Supervisor	(Present)
Megan Comerford, Councilmember	(Present)
Shawn Connolly, Councilmember	(Present)
Elizabeth Farrell, Councilmember	(Present)
Karen Hoak, Councilmember	(Present)

ALSO PRESENT: Catherine A. Rybczynski, Town Clerk; Patrick Shea, Budget & Finance Director; Michelle Laherty, Special Assistant to the Supervisor; Kenneth Kostownniak, Director, Public Works; Cami Jarrell, Engineering; Lisa Poch, Town Attorney; Jill Gorman-King, Director, Recreation, Youth and Senior Services; Peter Dienes, Chief of Police, HPD; Lisa Poch, Town Attorney; Cami Jarrell, Town Engineer; Director; Christopher Hull, Director, Community Development

## AGENDA

1. Roll Call
2. Pledge of Allegiance
3. Notice of Public Hearing, Ch. 76
4. Notice of Public Hearing Proposed Local Law 2, 2023
5. Minutes of Previous Meeting 1.9.2023
6. Renew Lease with Centennial Art Center
7. Purchase Vehicles – POLICE (3 Ford Explorers)
8. Purchase Vehicle – POLICE (Chevrolet Tahoe)
9. B&G Snow Blower Purchase
10. B&G PAF
11. Professional Design Services Frontier Middle Safe Routes to School Project
12. Request for Proposals Hamburg Woodlawn Gateway BOA Nomination
13. Comprehensive Plan Implementation Committee
14. Alchemy Shores Rezoning Reso
15. PAF - Youth, Recreation & Senior Services
16. Youth Board Appointments
17. Advertise to Bid - Town Beach Boat Ramp Dredging Term Agreement and Ramp repair
18. Authorize Demolition - 4292 Big Tree
19. Hamburg/Southtowns Drug Free Community Coalition Appointments
20. Annual Contract Public / Staff GIS Services
21. Annual Building Department GIS Services
22. West Arnold Waterline Design
23. RFP - Authorization - Payroll Services
24. RFP Release - Payroll & Human Resource Services
25. Emergency Repair for Woodlawn Storm Water Pump Station Supplemental Work
26. Adopt Revised Fee Table
27. EECG Consulting, LLC 2023 Agreement
28. Professional Design Services Agreement Hamburg Skatepark Project
29. Late Add - Endeavor Health Services Agreement
30. Late Add - Proclamation for Dawn Aydelotte
31. Late Add - Planning Board Appointment - Daniel Szewc







The Meeting was closed at 7:09 PM

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4. Notice of Public Hearing Proposed Local Law 2, 2023

**LEGAL NOTICE TOWN OF HAMBURG**

**NOTICE OF PUBLIC HEARING**

**Proposed Local Law #2, 2023**

PLEASE TAKE NOTICE that there has been presented to the Town Board on January 23, 2023, pursuant to the Municipal Home Rule Law, a proposed local law to be known as proposed local law #2, 2023; said local law amends Chapter 280 of the Hamburg Town Code, entitled “Zoning” by adding a new article entitled “Camp Road Interchange District.”

A copy of the proposed amendment will be available, for public review, during regular business hours at the HAMBURG TOWN HALL, Town of Hamburg Clerk’s Office, 6100 South Park Avenue, Hamburg, New York 14075, and on the Town of Hamburg’s website: [www.townofhamburgny.com](http://www.townofhamburgny.com), click on “Legal Notices and Bids.”

THEREFORE, pursuant to the statutes and the provisions of the Municipal Home Rule Law, the Town Board of the Town of Hamburg will hold a public hearing on February 13, 2023, at 7:00 p.m. (local time), at which time all interested persons may be heard.

Dated: January 23, 2023

Catherine Rybczynski  
Town Clerk  
Town of Hamburg

**On a motion of Shawn Connolly, seconded by Randall Hoak, the following resolution was**

**ADOPTED**

**Ayes 5**

**Comerford, Connolly, Farrell Lorentz, Hoak,  
Hoak**

**Nays 0**

**Abstain 0**

The legal notice was read by Deputy Town Clerk Brad M. Rybczynski.

The Meeting was brought to order by Supervisor Hoak at 7:10 PM

Upon calling for those wishing to be heard to come forward there were no responses.

No Comments

Supervisor Hoak announced that comments had been submitted by the New York State Department of Transportation and nearby property owners.



The Meeting was closed at 7:11 PM

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**5. Minutes of Previous Meeting 1.9.2023**

RESOLVED, that the Hamburg Town Board does hereby approve the minutes of the previous meeting as follows:

Town Board Reorganizational Meeting 1.9.2023

Moved: Comerford

**On a motion of Megan Comerford, seconded by Elizabeth Farrell Lorentz, the following resolution was**

<b>ADOPTED</b>	<b>Ayes 5</b>	<b>Comerford, Connolly, Farrell Lorentz, Hoak, Hoak</b>
	<b>Nays 0</b>	
	<b>Abstain 0</b>	

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**6. Renew Lease with Centennial Art Center**

BE IT RESOLVED that the Town of Hamburg renew the current Lease with the Centennial Art Center of Hamburg, Inc. for the premises located at 3185 Amsdell Road. The premises shall be used by the Centennial Art Center of Hamburg, Inc. to undertake educational and recreational art programs for residents of the Town of Hamburg. The term of the lease shall be for a period of five (5) years, commencing on February 17, 2023 and ending on February 17, 2028.

BE IT FURTHER RESOLVED that the Supervisor is authorized to sign this lease.

Moved: R. Hoak

**On a motion of Randall Hoak, seconded by Elizabeth Farrell Lorentz, the following resolution was**

<b>ADOPTED</b>	<b>Ayes 5</b>	<b>Comerford, Connolly, Farrell Lorentz, Hoak, Hoak</b>
	<b>Nays 0</b>	
	<b>Abstain 0</b>	

**On a motion of Randall Hoak, seconded by , the following resolution was**

<b>ADOPTED</b>	<b>Ayes 0</b>
	<b>Nays 0</b>
	<b>Abstain 0</b>

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**7. Purchase Vehicles – POLICE (3 Ford Explorers)**

RESOLVED, the Town Board authorize the Police Department to purchase three (3), new and unused 2023 Ford Utility Police Interceptor Explorers for the price of \$44,780.00 per unit for the grand total of \$134,340.00.







The funds for this vehicle are available in B3120.202 Motor Vehicles and have been encumbered from the 2022 Fiscal Year Budget.

Moved: K. Hoak

**On a motion of Karen Hoak, seconded by Megan Comerford, the following resolution was**

<b>ADOPTED</b>	<b>Ayes 5</b>	<b>Comerford, Connolly, Farrell Lorentz, Hoak, Hoak</b>
	<b>Nays 0</b>	
	<b>Abstain 0</b>	

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**9. B&G Snow Blower Purchase**

**BE IT RESOLVED**, that the Town Board authorize the Buildings and Grounds Department to purchase one (1) Erskine 925FM Front Mount Snow Blower 90” in the amount of \$5,595.75, after trade-in, per NYS Contract # PC69683.

Funds available in account A.7250.201

Moved: R. Hoak

**On a motion of Randall Hoak, seconded by Shawn Connolly, the following resolution was**

<b>ADOPTED</b>	<b>Ayes 5</b>	<b>Comerford, Connolly, Farrell Lorentz, Hoak, Hoak</b>
	<b>Nays 0</b>	
	<b>Abstain 0</b>	

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**10. B&G PAF**

February 13, 2023

**BE IT RESOLVED**, that the Town Board approve the termination and hiring of the following employees in B&G.

Moved: R. Hoak

**On a motion of Randall Hoak, seconded by Shawn Connolly, the following resolution was**

<b>ADOPTED</b>	<b>Ayes 5</b>	<b>Comerford, Connolly, Farrell Lorentz, Hoak, Hoak</b>
	<b>Nays 0</b>	
	<b>Abstain 0</b>	

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**11. Professional Design Services Frontier Middle Safe Routes to School Project**

WHERE AS, limited pedestrian and bicyclist safety infrastructure and community connectivity exists in the areas adjacent to the Frontier Middle School along Amsdell Road; and

WHERE AS, the Town of Hamburg received a \$550,000 multimodal award from NYS Senator Sean Ryan to implement pedestrian and bicyclist safety infrastructure improvements



in proximity to the Frontier Middle School;

NOW THEREFORE BE IT RESOLVED that the Hamburg Town Board authorizes EECG Consulting, LLC to work with the Town of Hamburg Engineering Department to select a consultant to provide the professional design services necessary for the implementation of the Frontier Middle Safe Routes to School Project; and

BE IT FURTHER RESOLVED THAT, once the agreement is executed, the Town of Hamburg will designate EECG Consulting, LLC to manage the project on behalf of the Town of Hamburg.

Moved: Farrell Lorentz

**On a motion of Elizabeth Farrell Lorentz, seconded by Karen Hoak, the following resolution was**

**ADOPTED**

**Ayes 5**

**Comerford, Connolly, Farrell Lorentz, Hoak, Hoak**

**Nays 0**

**Abstain 0**

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**12. Request for Proposals Hamburg Woodlawn Gateway BOA Nomination**

WHERE AS, the Town of Hamburg intends to develop a BOA Nomination Plan for the residential and commercial areas in proximity to the former Bethlehem Steel facility; and

WHERE AS, the Town of Hamburg was awarded a brownfield opportunity area (BOA) grant from NYSDOS to procure the necessary professional services to prepare the Hamburg Woodlawn Gateway BOA Nomination; and

WHERE AS, the development of the BOA Nomination Plan will initiate the revitalization of the Hamburg Community to include: economic development, waterfront redevelopment, multimodal connectivity, and brownfield remediation;

NOW THEREFORE BE IT RESOLVED that the Hamburg Town Board authorizes EECG Consulting, LLC to issue an RFP in the New York State Contract Reporter, on behalf of the Town of Hamburg, to initiate the selection process to secure a consultant to develop the Hamburg Woodlawn Gateway BOA Nomination; and

BE IT FURTHER RESOLVED THAT, once the agreement is executed, the Town of Hamburg will designate EECG Consulting, LLC to manage the project on behalf of the Town of Hamburg.

Moved: Farrell Lorentz

**On a motion of Elizabeth Farrell Lorentz, seconded by Shawn Connolly, the following resolution was**

**ADOPTED**

**Ayes 5**

**Comerford, Connolly, Farrell Lorentz, Hoak, Hoak**

**Nays 0**

**Abstain 0**



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**13. Comprehensive Plan Implementation Committee**

Whereas the Town of Hamburg has adopted a new Comprehensive Master Plan, and the Hamburg Town Board, Comprehensive Plan Committee, and the plan itself recognizes the need for an ongoing implementation process,

Now Therefore Be It Resolved that the Hamburg Town Board creates a Comprehensive Plan Implementation Committee and designates members as follows:

**Standing Committee Members:**

Randall Hoak  
Elizabeth Farrell Lorentz  
Town of Hamburg Assistant Planner  
Ken Kostowniak- Dir. Engineering/Code/DPW  
Bill Clark, Planning Board  
Chris Hull, Community Development Director  
Mark Lorquet, Conservation Committee representative  
Agriculture Committee representative  
Mark Melewski, Town Grant Writer  
Mark Walling, Legal Department/Code Review representative  
Ric Dimpfl, Zoning Board representative  
Andy Palmer, Village of Blasdell representative  
Laura Hackathorn, Village of Hamburg representative  
Sean Doyle, HIDA Executive Director  
Jamie Decker, Chamber of Commerce Director  
Bob Hutchison-Resident/HIDA  
Rich Clark-Resident

**Consultants:**

Engineering Consultant Camie Jarrell- GHD  
Planning Consultant Drew Reilly-Wendel

**Ad Hoc Committee Members:**

Jennifer Robertson-IT Director  
Ed Hughes, Highway Superintendent  
Jillian Gorman-King, Director Youth, Recreation & Sr. Services  
TSAB Chairman/representative-Paul McQuillen  
Hamburg Moves or Go Bike representative  
Brad M. Rybczynski, Chair, Zoning Board of Appeals

Be It Further Resolved that the Comprehensive Plan Implementation Committee will collaborate with additional Town Departments, Committees, and Town Organizations as needed, and the Planning Consultant will update and report to the Hamburg Town Board on a regular basis.

Moved: Farrell Lorentz

**On a motion of Elizabeth Farrell Lorentz, seconded by Karen Hoak, the following resolution was**

**ADOPTED**

**Ayes 5**

**Comerford, Connolly, Farrell Lorentz, Hoak,**

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**Hoak**

**Nays 0**

**Abstain 0**

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**14. Alchemy Shores Rezoning Reso**

**Whereas,** the Town of Hamburg received a request from Alchemy Shores to rezone property located at 3780 Hoover Road (SBL # 159.11-1-8.111) from M-2 (Light Industrial District) to MU1 (Mixed Use District); and

**Whereas,** the Code Review Committee reviewed this request, and the new Comprehensive Plan and found merit in the potential rezoning of this property; and

**Whereas,** the Hamburg Town Board has various concerns about this request, but would like to entertain the request to gather more information about the project.

**Now, Therefore, Be It Resolved,** that the Hamburg Town Board hereby refers this rezoning request to the Planning Board for its review, report, and recommendation; and

**Be It Further Resolved** that the Hamburg Town Board would like to act as SEQR Lead Agency in accordance with the New York State Environmental Quality Review Act (SEQRA) and hereby authorizes the Planning Department to perform the appropriate notifications.

Moved: R. Hoak

**On a motion of Randall Hoak, seconded by Shawn Connolly, the following resolution was**

**ADOPTED**

**Ayes 5**

**Comerford, Connolly, Farrell Lorentz, Hoak,  
Hoak**

**Nays 0**

**Abstain 0**

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**15. PAF - Youth, Recreation & Senior Services**

**Be it resolved,** that the Town Board approve the termination and hiring of personnel for the Youth, Recreation & Senior Services Dept. as follows:

**Moved:** Connolly

**On a motion of Shawn Connolly, seconded by Karen Hoak, the following resolution was**

**ADOPTED**

**Ayes 5**

**Comerford, Connolly, Farrell Lorentz, Hoak,  
Hoak**

**Nays 0**

**Abstain 0**

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**16. Youth Board Appointments**

**Be it resolved,** that the Town Board make the following appointments to the Youth Advisory



Board for a term of three years commencing on 1/01/2023:

Roselind Bogner, Amy Kane, Christie Gleason, Ellen Henry and Kara Brese

**Moved:** Farrell Lorentz

**On a motion of Elizabeth Farrell Lorentz, seconded by Megan Comerford, the following resolution was**

<b>ADOPTED</b>	<b>Ayes 5</b>	<b>Comerford, Connolly, Farrell Lorentz, Hoak, Hoak</b>
	<b>Nays 0</b>	
	<b>Abstain 0</b>	

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**17. Advertise to Bid - Town Beach Boat Ramp Dredging Term Agreement and Ramp repair**

**BE IT RESOLVED** that the Town Clerk is authorized to advertise for sealed bids entitled “Hamburg Town Beach Dredging Term Agreement & Ramp Repair” Sealed separate bids will be received at Hamburg Town Hall, Town Clerk’s Office, 6100 South Park Ave, Hamburg, New York, 14075, and said bid will be publicly opened and read aloud, in Conference Room 7 A/B (downstairs). Mailed bids should be sent to the address as follows:

Town of Hamburg,  
Attn: TOWN CLERK, Bid Enclosed  
6100 South Park Ave  
Hamburg, NY 14075

Hamburg Town Beach Dredging Term Agreement & Ramp Repair deadline for submission is Tuesday, March 7, 2023 at 11:00 am.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, their address, and name and number of the project for which the Bid is being submitted (per Notice to Bidders). If sent by mail,(registered preferred) or delivery service, the sealed envelope containing the bid (marked as directed above) must be enclosed in another envelope addressed as specified herein. Only those bids in the hand of the Owner, available to be read at the specified time and date, will be considered. DO NOT FORGET TO MARK “TOWN BOAT RAMP AND DREDGING BID” AND SEND TO THE ATTENTION: **TOWN CLERK.**

Moved: R. Hoak

**On a motion of Randall Hoak, seconded by Shawn Connolly, the following resolution was**

<b>ADOPTED</b>	<b>Ayes 5</b>	<b>Comerford, Connolly, Farrell Lorentz, Hoak, Hoak</b>
	<b>Nays 0</b>	
	<b>Abstain 0</b>	

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**18. Authorize Demolition - 4292 Big Tree**



WHEREAS, The Town of Hamburg Building Department has identified an unsafe & hazardous residential structure, located at 4292 Big Tree Road, Blasdell New York 14219; and

WHEREAS, said property has been left unoccupied, unmaintained, and has fallen into an unsafe and hazardous condition; and

WHEREAS, The Town of Hamburg Building Department, Town Clerk, And County of Erie Department of Real Property have had no response or remittance of taxes for multiple years, and furthermore learning of the owner being deceased, no next of kin is present to contact; and

WHEREAS, a public auction of said property was held by the County of Erie with no successful sale or transfer of property;

BE IT RESOLVED, that the demolition of said condemned residential structure at 4292 Big Tree Road, Blasdell, New York 14219 is authorized by The Town of Hamburg due to the unsafe, dilapidated and structurally compromised nature of the structure, and the cost of the demolition to be placed on the properties tax levy.

BE IT FURTHER RESOLVED, that the demolition of this property be awarded to HANNA Demolition INC. 205 Baitz Street, Buffalo NY 14206 in the of \$18,000.00, as a result of a public bid opening held on January 18<sup>th</sup>, 2023. Cost of this demolition will be charged to A.3620.469.

Moved: Comerford

**On a motion of Megan Comerford, seconded by , the following resolution was**

**ADOPTED**

**Ayes 5**

**Comerford, Connolly, Farrell Lorentz, Hoak, Hoak**

**Nays 0**

**Abstain 0**

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**19. Hamburg/Southtowns Drug Free Community Coalition Appointments**

**Be it resolved,** that the Town Board make the following appointments to the Hamburg / Southtowns Drug Free Community Coalition for 2023:

Dawn Springer, Lily Sumbrum, Andrew Lahrs, Andrew Hockworter,

Tom Smardz, Ella Dunn, Dawn Sagerman, Paul Peck, Jerred Childs,

Dennis Lalka and Lynn Magistrale.

**Moved:** Farrell Lorentz

**On a motion of Elizabeth Farrell Lorentz, seconded by Megan Comerford, the following resolution was**

**ADOPTED**

**Ayes 0**



**Nays 0**  
**Abstain 0**

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**20. Annual Contract Public / Staff GIS Services**

WHEREAS, the Town of Hamburg utilizes a GIS system for the public and staff to utilize; and

WHEREAS, this system is hosted and maintained by Wendel Companies; and

WHEREAS the Town of Hamburg continues to utilize this GIS system as a vital part of day to day activity;

THEREFORE BE IT RESOLVED, based on recommendation of the Superintendent of Public Works, that the Town Board authorize the Town of Hamburg Supervisor to sign the proposal from Wendel Companies for the Annual Public / Staff GIS Application Hosting in the amount of \$5,500.00 to be paid out of account A.1440.440.

THEREFORE BE IT FURTHER RESOLVED, that this annual agreement proposes a GIS Support and training service to be billed separately based on as requested, time and expense, not to exceed \$10,000 to be paid out of account A.1440.440.

Moved: R. Hoak

**On a motion of Randall Hoak, seconded by Megan Comerford, the following resolution was**

<b>ADOPTED</b>	<b>Ayes 5</b>	<b>Comerford, Connolly, Farrell Lorentz, Hoak, Hoak</b>
	<b>Nays 0</b>	
	<b>Abstain 0</b>	

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**21. Annual Building Department GIS Services**

WHEREAS, the Town of Hamburg Building Department utilizes a GIS system to maintain records and permits; and

WHEREAS, this system is hosted and maintained by Wendel Companies; and

WHEREAS the Town of Hamburg Building Department continues to utilize this GIS system as a vital part of day to day activity;

THEREFORE BE IT RESOLVED, based on recommendation of the Superintendent of Public Works, that the Town Board authorize the Town of Hamburg Supervisor to sign the proposal from Wendel Companies for the annual GIS Web Map Application Hosting in the amount of \$5,900.00 to be paid from account A.3620.0423.03.

THEREFORE BE IT FURTHER RESOLVED, that this annual agreement proposes a GIS Support and training service to be billed separately based on as-requested, time and expense, not to exceed \$6,275 to be paid from account A.3620.0423.03



Moved: M. Comerford

**On a motion of Megan Comerford, seconded by Elizabeth Farrell Lorentz, the following resolution was**

<b>ADOPTED</b>	<b>Ayes 5</b>	<b>Comerford, Connolly, Farrell Lorentz, Hoak, Hoak</b>
	<b>Nays 0</b>	
	<b>Abstain 0</b>	

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**22. West Arnold Waterline Design**

**WHEREAS**, the Town of Hamburg owns and maintain a 2” watermain servicing the residents on West Arnold Drive; and said waterline is subject to frequent breaks due to age and inadequate for proper fire protection; and

**WHEREAS**, it has been determined that a new 8” PVC watermain is required by ECDOH to be the minimum standard for replacement; and

**WHEREAS**, the Town of Hamburg Engineering Department has solicited for Professional Engineering, Survey and design to replace this watermain;

**THEREFORE BE IT RESOLVED**, based on recommendation of the Superintendent of Public Works, that the Town Board authorize the Town of Hamburg Supervisor to sign the proposal from Nussbaumer & Clarke Engineers & Surveyors for the West Arnold Drive Watermain Improvement Project in the amount of \$31,700.00.

Funds to be transferred from the B.1990.0419 – contingency account to account B.1490.0440.0002

Moved: S. Connolly

**On a motion of Shawn Connolly, seconded by Randall Hoak, the following resolution was**

<b>ADOPTED</b>	<b>Ayes 5</b>	<b>Comerford, Connolly, Farrell Lorentz, Hoak, Hoak</b>
	<b>Nays 0</b>	
	<b>Abstain 0</b>	

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**23. RFP - Authorization - Payroll Services**

**WHEREAS**, The Town of Hamburg has determined that the interests of the Employees of the Town would be best served by updating the Town’s payroll and human resource management systems so as to not only make it more efficient, interactive and informative, but to reduce confusion and redundancy in its current practices; and

**WHEREAS**, the Town requires details pertaining to specific municipal practices and services; all in a more user-friendly application;



**NOW, THEREFORE, BE IT RESOLVED**, that the Personnel Department of the Town of Hamburg is directed to secure proposals (RFPs) to implement a new town payroll and human resource system consistent with the foregoing characteristics.

MOVED: R. HOAK

**On a motion of Randall Hoak, seconded by Elizabeth Farrell Lorentz, the following resolution was**

<b>ADOPTED</b>	<b>Ayes 5</b>	<b>Comerford, Connolly, Farrell Lorentz, Hoak, Hoak</b>
	<b>Nays 0</b>	
	<b>Abstain 0</b>	

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**24. RFP Release - Payroll & Human Resource Services**

**BE IT RESOLVED** that the Hamburg Town Board authorizes the Personnel Department to advertise the attached Request for Proposals (RFP) for “Payroll Services & Integrated Human Resources & Related Services” for the period April 1, 2023-March 31, 2024. RFP’s to be opened on Tuesday March 14, 2023 at 2:00 p.m. at the Town of Hamburg Clerk’s office.

Moved: R. Hoak

**On a motion of Randall Hoak, seconded by Elizabeth Farrell Lorentz, the following resolution was**

<b>ADOPTED</b>	<b>Ayes 5</b>	<b>Comerford, Connolly, Farrell Lorentz, Hoak, Hoak</b>
	<b>Nays 0</b>	
	<b>Abstain 0</b>	

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**25. Emergency Repair for Woodlawn Storm Water Pump Station Supplemental Work**

WHEREAS, the Town Board of the Town of Hamburg previously awarded Kandey Co., Inc. a proposal to perform Emergency repairs to the Woodlawn storm sewer pump station; and

WHEREAS, it has been determined that additional 20” valves and connecting piping, excavation and labor are required for proper operation of this by-pass system; and

WHEREAS, this additional work and materials was not part of the original project proposal and therefore requires authorization of a supplemental request

THEREFORE BE IT RESOLVED, based on recommendation of the Superintendent of Public Works, and Highway Superintendent, that the Town Board authorize the Town of Hamburg Supervisor to sign the supplemental proposal No.1 for \$65,102.00. Funds available A.1490.303.403 – Public Works-Permanent Improvements

Moved: R. Hoak







**ADOPTED**

**Ayes 5**

**Comerford, Connolly, Farrell Lorentz, Hoak,  
Hoak**

**Nays 0**

**Abstain 0**

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**28. Professional Design Services Agreement Hamburg Skatepark Project**

WHEREAS, the Town of Hamburg is seeking the services of a qualified firm to develop a Design (Phase I) for an 8,000 sq. ft. – 12,000 sq. ft. concrete skatepark which will revitalize the existing, distressed community park on Electric Avenue in the Town of Hamburg; and

WHEREAS, the Town of Hamburg issued an RFP in the New York State Contract Reporter on 8/1/22 and received five (5) proposals prior to the due date of 9/1/22; and

WHEREAS, the Hamburg Skatepark Project Advisory Committee reviewed/ scored all five (5) proposals and selected Pillar Design Studios to provide the required professional design services.

NOW, THEREFORE, BE IT RESOLVED, the Hamburg Town Board authorizes the Supervisor to sign an agreement, attached hereto, with Pillar Design Studios.

MOVED: R. HOAK

**On a motion of Randall Hoak, seconded by Shawn Connolly, the following resolution was**

**ADOPTED**

**Ayes 5**

**Comerford, Connolly, Farrell Lorentz, Hoak,  
Hoak**

**Nays 0**

**Abstain 0**

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**29. Endeavor Health Services Agreement**

WHEREAS, Endeavor Health Services is fully qualifies, capable and willing to provide behavioral health and crisis intervention services referred to it by the Town during emergency calls; and

WHEREAS, the Town desires to have such services provided by Endeavor for the benefit of its residents and the Town of Hamburg Police Department.

NOW, THEREFORE, BE IT RESOLVED, the Town Board of the Town of Hamburg authorizes the Supervisor to enter into an agreement with Endeavor Health Services for such services (attached hereto).

**On a motion of Randall Hoak, seconded by Elizabeth Farrell Lorentz, the following resolution was**

**ADOPTED**

**Ayes 5**

**Comerford, Connolly, Farrell Lorentz, Hoak,  
Hoak**

**Nays 0**

**Abstain 0**



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30. Proclamation for Dawn Aydelotte

**LATE ADDITION RESOLUTION** - Taken out of Order and read at the beginning of the Board Meeting,

**Proclamation  
In Recognition of Dawn Aydelotte**

WHEREAS Ms. Aydelotte began her career with the Town of Hamburg Assessing Department in October of 2000, and

WHEREAS her hard work, diligence, reliability, and dedication soon became apparent and she was offered the position of Deputy Town Clerk by Hamburg Town Clerk Catherine Rybczynski, and

WHEREAS Ms. Aydelotte dutifully served the residents of our great town for ten (10) years in this capacity while continuing to expand her abilities by completing the required training for and becoming a Notary Public and Passport Acceptance Agent, and

WHEREAS when a permanent, full-time, civil-service position became available in the Assessing Department she passed the requisite examination with flying colors and returned to the Assessing Department where she has remained and continued to offer exemplary service to taxpayers, and

WHEREAS during her the two (2) decades of employment with the Town of Hamburg, Ms. Aydelotte developed a reputation for being an extremely generous colleague who could be counted on to support all of the numerous not-for-profits, fellow employees, local agencies, children's organization, and charitable causes, and

WHEREAS Ms. Aydelotte also became well known for her "super sleuth" skills and essentially became the de facto private investigator for Town Hall, and

WHEREAS in retirement Ms. Aydelotte is looking forward to spending time with her son, Adam, daughter and son-in-law, Ashley and Vinnie, her grandchildren, Cole and Brielle, and her dogs, Yogi and Jake, and

WHEREAS Ms. Aydelotte will also be able to enjoy the black 1957 two (2) door Chevy she purchased and restored with great care and attention to detail, having performed a great deal of the work herself.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Hamburg does hereby recognize Dawn Aydelotte as a devoted public servant; and

BE IT FURTHER, RESOLVED, that her colleagues, co-workers and friends in public service thank her for her contributions to the Town of Hamburg and wish her a long, happy and healthy retirement with her family and friends, and BE IT FURTHER, RESOLVED that the Town of Hamburg, the Assessment Department, and Town Clerk's Office offer Ms. Aydelotte their gratitude and appreciation for her commitment to the Town and its residents. IN WITNESS WHEREOF, I have caused the seal of the Town of Hamburg to be affixed this 13th day of February, 2023.



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Randall A. Hoak, Supervisor

Shawn Connolly, Councilmember  
Elizabeth Farrell Lorentz, Councilmember  
Karen Hoak, Councilmember  
Megan Comerford, Councilmember

**MOVED: R. Hoak**

**On a motion of Randall Hoak, seconded by unanimous second, the following resolution was**

<b>ADOPTED</b>	<b>Ayes 5</b>	<b>Comerford, Connolly, Farrell Lorentz, Hoak, Hoak</b>
	<b>Nays 0</b>	
	<b>Abstain 0</b>	

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**31. Planning Board Appointment - Daniel Szewc**

Motion offered by Supervisor R. Hoak, seconded by Councilmember Connolly, to consider the late add resolution below.

Motion to CONSIDER was APPROVED 4 -1  
AYES - R. Hoak, Comerford, Connolly, K. Hoak  
NO - Farrell Lorentz

RESOLVED that the Hamburg Town Board does hereby approve the appointment of Daniel Szewc to the Planning Board.

Motion offered by Supervisor R. Hoak, seconded by Councilmember Connolly, to approve the late add resolution under consideration.

Motion to APPROVE was APPROVED 4 -1  
AYES - R. Hoak, Comerford, Connolly, K. Hoak  
NO - Farrell Lorentz

**On a motion of Randall Hoak, seconded by Shawn Connolly, the following resolution was**

<b>ADOPTED</b>	<b>Ayes 4</b>	<b>Comerford, Connolly, Hoak, Hoak</b>
	<b>Nays 1</b>	<b>Farrell Lorentz</b>
	<b>Abstain 0</b>	

Motion offered by Supervisor Hoak, seconded by Councilmember Connolly, to consider the resolution. to approve new Planning board member, Daniel Szewc.



Motion to CONSIDER was APPROVED 4 - 1

AYES - R. Hoak, Comerford, Connolly, K. Hoak  
NO - Farrell Lorentz

Motion offered by Supervisor Hoak, seconded by Councilmember Connolly, to approve the item under consideration.

Motion to APPROVE was APPROVED 4 - 1

AYES - R. Hoak, Comerford, Connolly, K. Hoak  
NO - Farrell Lorentz

---

**32. Audit of Cash Disbursement 2.13.2023**

RESOLVED that the Hamburg Town Board does hereby approve the Audit of Cash Disbursements for 2.13.2023 as follows:



TOWN BOARD AUDIT OF CASH DISBURSEMENTS				
February 13, 2023				
OPERATING FUND				
Batch Number	Voucher Number	Amount		
2022 - 145	123203-123273	\$ 41,180.75		
146	123276	\$ 8,834.62		
147	19147-19181	\$ 29,331.95		
148	123334	\$ 92.91		
149	123335	\$ 27.54		
150	123431-123456	\$ 41,469.48		
151	123571-123580	\$ 178,475.27		
2023 - 5	123202	\$ 6,033.24		
6	123277-123279	\$ 447,694.54		
7	123336-123430	\$ 349,078.69		
8	123457-123460	\$ 102,774.37		
9	123461-123570	\$ 1,666,496.76		
10	123581	\$ 201.60		
Total Operating Fund Disbursements		\$ 2,871,691.72		
TRUST AND AGENCY FUND				
Batch Number	Voucher Number	Amount		
Total Trust and Agency Fund Disbursemen		\$ -		
CAPITAL FUND		Amount		
Batch Number	Voucher Number			
29	"123275	\$ 73.27		
Total Capital Fund Diabursements		\$ 73.27		
TOTAL CASH DISBURSEMENTS SUBMITTED FOR AUDIT:			\$ 2,871,764.99	



Moved: R. Hoak

**On a motion of Randall Hoak, seconded by Shawn Connolly, the following resolution was**

**ADOPTED**

**Ayes 5**

**Comerford, Connolly, Farrell Lorentz, Hoak,  
Hoak**

**Nays 0**

**Abstain 0**

---

### **33. Business from the Floor**

#### **Comments from the Floor**

- Laura Mickelson - Appeared before the Town Board to request a Memorial for her father, the architect of the Hamburg Town Ice Arena at the Arena. She stated that she gave the information to Jill Gorman-King regarding her father. Ms. Gorman-King responded that she has the information and will be presenting it to the Town Board. Councilmember Connolly added that the Recreation Board had already discussed. Supervisor Hoak added that he is looking forward to hearing more about the presentation and proposal.

#### **Department Head Reports**

- **Town Clerk/Receiver of Taxes, Brad Rybczynski, Deputy Town Clerk** - February 15th is the last day to pay taxes without penalty. Also, the Town Clerk requested the Deputy to express her gratitude and appreciation to Dawn Aydelotte and wish her well in her retirement.

**Department of Public Works, Kenneth Kostowniak, Director** - Reported that the work on Mt. Vernon has started. Also, bids for the clock tower and Milestrip Road Bridge will be coming in.

**Youth, Recreation & Senior Services, Jillian Gorman-King, Director** - Reported that there will be a Corn Hole Tournament on May 11th. She added that different divisions are available (Senior, Police, Youth, etc.)

**Police Department, Peter Dienes, Chief of Police** - Received a \$124K grant for Body Cameras. Also, informed the Town Board, et al. that cars are getting stolen frequently and that everyone should spread the word to NOT leave keys in vehicles and lock your car doors.

**Community Development, Christopher Hull, Director** - An RFP for Housing and Financial Counseling has gone out and a recommendation will be forthcoming to the board.

#### **Reports from the Town Board**

- **Councilmember K. Hoak** - February is Black History Month. The Coalition for Equity & Inclusion will be celebrating with a free screening of the Movie "42" at the Palace Theater in the Village of Hamburg. March is Women's History Month and the Coalition for Equity and Inclusion will be accepting nominations for women "Remarkable Women's Recognition" awards.

**Councilmember Connolly** - Thanked Dawn Aydelotte for all of her great work behind the scenes and wish her the very best in retirement. Also, reported that a meeting of approximately 20 Stakeholders for the Town Ice Arena met recently, including representatives from the Town Board,

February 13, 2023 page 21



Recreation, Youth Services, contractors, dept. heads, etc.

**Supervisor R. Hoak** - Reminded all about the change in the senior tax exemption income increase from \$16,800 to \$27,900. It takes place in 2023 for the 2024 tax cycle. The deadline is March 1. Questions may be directed to the Assessing Department 716-649-6111, ext.. 2349.

### **34. Meeting is adjourned by Supervisor**

Motion was offered by Supervisor Hoak, seconded by Councilmember Farrell Lorentz, to enter into Executive Session for the purpose of discussing pending litigation and personnel issues.

Motion to Enter Executive Session was APPROVED 5 - 0.

AYES 5 - R. Hoak, Comerford, Connolly, Farrell Lorentz, K. Hoak

NO 0

Executive Session entered into at 7:46 PM

Motion was offered by Supervisor Hoak, seconded by Councilmember Farrell Lorentz, to adjourn the Executive Session and Regular session.

Motion to Adjourn Executive Session and Regular Meeting was APPROVED 5 - 0.

AYES 5 - R. Hoak, Comerford, Connolly, Farrell Lorentz, K. Hoak

NO 0

Open Meetings Law, Public Officers Law, Article 7, §106. Minutes. Minutes shall be taken at all open meetings of a public body which shall consist of a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon. These minutes are an unofficial copy unless the original signature of the Town Clerk is affixed below. The original official paper minutes are stored in the Town's vault.

---

Brad M. Rybczynski,  
Deputy Town Clerk



**TOWN OF HAMBURG - PERSONNEL ACTION FORM**

Date of Request 2/8/23

Department- B&G

Department Head Signature

Supervisor Signature

Date 2/8/23

TOWN BOARD MEETING OF FEBRUARY 13, 2023

PAGE 1 of 1

I request that a Town Board Resolution be adopted approving the following personnel action:

#	Emp #	Emp Name	N or R	Position	Start date	Full time hrly rate	PT/Sea/temp hrly rate	Term date
1	4336	James Brand	R	Greenskeeper/ER.7250.100		\$36.51		2/13/2023
2	4336	James Brand	R	Ass't Greenskeeper/ ER.7250.100	2/14/2023	\$34.67		
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								



REZONING APPLICATION

In The Matter of the Application for Amendment of Ordinance

-of-

Petitioner(s)

To the Honorable Town Board of the Town of Hamburg, New York

The Petition of: zoning

Address

3780 Hoover Rd

Town

Hamburg NY 14219

in the County of Erie and State of New York, respectfully shows:

The Petitioner(s) is/are the owner(s) of certain premises situation in the Town of Hamburg, County of Erie and State of New York, and more particularly described as follows:

SBL#

Location

3780 Hoover Rd Hamburg NY 14219

Record Title Owner and Address:

Alchemy Shakes LLC

same as above

Zoning change requested from

M2

to

~~C2~~ Mv1

Petitioner's Interest in Land Title:

owner



The Petitioner(s) desire(s) that the said premises, or so much thereof as the Town Board shall approve, be rezoned for the following uses and for the following reasons:

to be used as private event space

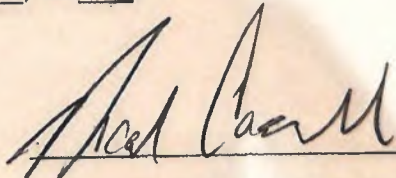
The Petitioner(s) enclose(s) herewith the sum of \$ unknown to pay the cost of publishing a notice of a public hearing, which the petitioner(s) request(s) be called by your Honorable Body pursuant to the provisions of the said Zoning Ordinance.

The Petitioner(s) hereby attach the following to this application:

- Survey of the property to be rezoned
- Legal description of the property to be rezoned
- Short Environmental Assessment Form (EAF)

The Petitioner establishes that no previous application has been made for the relief herein sought except: \_\_\_\_\_

Dated this 13 day of Jan, 2023



\_\_\_\_\_  
Signature of Owner(s)



Date of Request: 2/9/23  
Department: Youth, Recreation, Senior Services

Date of Request:

Department:

Youth, Recreation, Senior Services

Department Head Signature:

Supervisor Signature

Date:

TOWN BOARD MEETING OF 2/13/23

NG OF

2/13/23

PAGE 1 of 1

1

I request that a Town Board Resolution be adopted approving the following personnel action:

[illegible]

rev 03/14

## TOWN OF HAMBURG - PERSONNEL ACTION FORM



# *TOWN OF HAMBURG, NY*

*6100 South Park Ave, Hamburg, NY 14075*



## **REQUEST FOR PROPOSALS**

Payroll Services & Integrated Human Resources & Related Services

February 13, 2023

Issued by:

Tara Rinaldi, Director of Personnel

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:00 P.M. EASTERN STANDARD TIME ON:

March 14, 2023

DATE OF AWARD: TBD

One original and two (2) copies for a total of three (3) proposals must be returned in a SEALED ENVELOPE clearly marked **RFP (Request for Proposals): Payroll Services**

All questions should be in writing and will be addressed in writing.

Any alterations to the document made by the Proposer may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Town of Hamburg.

Direct all inquiries / questions to:

Tara Rinaldi

Director of Personnel

(716) 649-6111 ext. 2386

Trinaldi@townofhamburgny.gov

Proposal should be mailed, or hand delivered to:

Town Hall

Clerk's Office

6100 South Park Ave

Hamburg, NY 14075



## **REQUEST FOR PROPOSAL (RFP)**

### **Payroll Service and Integrated Human Resources, Related Services**

#### **1. Purpose and Objective**

The Town of Hamburg (TOH) seeks a firm to provide an integrated human resources management and payroll information system and related services. The system should perform the functions and/or facilitate the services listed in this RFP's Section - Scope of Services. The successful applicant (hereinafter "Service Provider"), in coordination with TOH's Human Resources and Finance departments, is expected to complete implementation of its system within six months.

The Service Provider will invoice TOH on a monthly basis for the services provided. The business relationship between the Service Provider and TOH will continue at TOH's sole discretion.

TOH intends to award a contract to the respondent deemed most qualified and responsive to this request and whose proposal best benefits TOH.

#### **2. Background**

TOH is a municipality in Erie County with approximately 350 full and part-time/seasonal employees, varying by season. The Town is made up of several different building locations which require integration into a system.

Town Hall

Town Police Building

B&G Garage

Highway Garage

Golf Course

Nike Base

Senior Recreation Center

Town Park/Beach

Town Pool(s)

Remote locations

#### **3. Scope of Services**

The successful Contractor must at a minimum provide the following services:

This RFP seeks an integrated human resources management and payroll information system that is able to perform the functions and facilitate the services listed below. Please note that



## **REQUEST FOR PROPOSAL (RFP)**

### **Payroll Service and Integrated Human Resources, Related Services**

this list may not be comprehensive, and all items on this list may not necessarily be implemented by TOH.

- Recruitment and onboarding
- Benefits administration
- Personnel action forms processing
- Employee performance management
- Employee professional development/training
- COBRA (Consolidated Omnibus Budget Reconciliation Act) services
- Payroll processing
- Federal and state payroll tax processing
- Customizable employee pay statements
- Employee IRS (Internal Revenue Service) Forms W-2
- General ledger data upload/interface
- Time and attendance management -Supervisors will need training to verify their departments
- Leave accrual calculation and tracking
- Employer contribution calculations
- Group-term life calculations
- Wage garnishment services
- Affordable Care Act reporting
- Customizable/Ad hoc reporting
- Mobile capabilities
- Ongoing customer service
- Employee self-service
- Monthly reporting (with payments)
- Union dues
- Quarterly Payroll Tax Filings
- Employer Quarterly Federal Tax Return (Form 941)
- Unemployment Tax
- Reconciliation of Social Security, Medicare Tax Contributions, workmen's compensation and New York State Local Retirement System
- Annual Payroll Tax Filings
- Federal Unemployment Tax Deposit (Form 940)
- Social Security Administration (Form W-3)
- Software Reporting Features:
  - Allow Supervisory Administration access to all areas
  - Allow employee access to submit personal information changes
  - Ability to prepare employee's pay classification accordingly to pay period,



## REQUEST FOR PROPOSAL (RFP)

### Payroll Service and Integrated Human Resources, Related Services

wages, absence calculations, etc.

- Ability to customize reports
- Ability to access multiple years' history
- Software Self-Service Features:
  - Electronic access to W-4's, I-9's and any other required forms
  - Employee absence request with proper approval chain
  - Employee timecard punch options: mobile, online, key fob, time clock.
  - Employee can view past direct deposit receipts and W-2's
- Compliance and Additional Services:
  - Provide required HR/Employee Government notices to staff timely
  - Tracks and reports NYSLRS (New York State and Local Retirement System) as required. System must allow the available options from NYSLRS. Payroll Company will keep up to date on NYSLRS changes.
  - NYS Deferred Compensation payment and reporting
  - Provide banking services that include automatic withdrawal of funds to cover payroll costs and tax submissions. TOH will make one transfer for the total payroll costs at that pay period/quarterly/annual requirements. If your company has a different process for payments, please provide specific details outlining the process.
- Prompt customer support included
- Staff training included
- Provides software updates as needed

#### **4. QUALIFICATIONS and REQUIREMENTS OF RESPONDENTS:**

- A. Must provide detailed description of company background.
- B. Must have experience in providing payroll services to Government agencies and businesses within the State of New York. Municipality experience preferred. Provide a minimum of five (5) references.
- C. Must maintain a current office within the State of New York, preferably Erie County or adjacent counties for necessary visits with TOH.
- D. Must provide evidence of insurance for at least \$10 million and be willing to list TOH as an additional insured on your policy if awarded the contract.
- E. The company must be in business for (10) years or more.
- F. Provide a detailed listing of your payroll process.

TOH reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.



## REQUEST FOR PROPOSAL (RFP)

### Payroll Service and Integrated Human Resources, Related Services

TOH reserves the right to waive minor irregularities in response proposals, provided action is deemed in TOH's best interests.

#### 5. Projected Timetable

Use the following timetable as a guide for planning purposes. TOH reserves the right to adjust the timetable as necessary during the RFP process.

RFP Issued	February 13, 2023
Deadline for submitting questions	February 28, 2023 by 3:00 P.M. EST
Proposals Due at Town Clerk's Office	March 14, 2023 by 2:00 P.M. EST
RFPs opened at Town Clerk's Office	March 14, 2023 2:00 pm
Board Decision	March 27, 2023

#### 6. Terms and Conditions

- A. The company awarded this competitive bid will have to do a test run of a payroll to verify with TOH your company can produce accurate payroll filings and records before we "go live".
- B. After verification of the software and test runs, TOH and the awarded company will start the contract at a mutually agreed upon date or terminate the contract if deemed inadequate to TOH standards. If it is deemed to continue with the payroll company, thereafter, the contract resulting from this RFP shall go from April 1, 2023 through March 31, 2024 with option of renewal. TOH reserves the right to terminate this agreement at any time if all items are not done as requested.
- C. Upon notification of contract award, the successful respondent shall sign and execute a formal contract agreement with TOH as well as provide the following documentation:
  - Professional Liability Certificate listing TOH as an additional insured
  - Verification your company has no criminal history and is valid to operate in New York
  - Worker's Compensation Insurance
  - Other required documents as may be outlined in the proposal specifications and/or qualifications and requirements
  - W-9



## **REQUEST FOR PROPOSAL (RFP)**

### **Payroll Service and Integrated Human Resources, Related Services**

- Agree to indemnification and hold harmless the TOH

#### **7. Instructions for Proposal**

##### **A. Compliance with the RFP**

1. Proposals must be in strict compliance with this Request for Proposals and in the proposal response format contained herein. Failure to comply with all provisions of the RFP may result in disqualification. All information requested must be submitted, or a statement giving the rationale of the proposer for not submitting requested information.

##### **B. Delivery of Proposals**

1. All proposals are to be delivered before 2:00 P.M. Eastern Standard Time on: March 14, 2023 to:  
Town of Hamburg  
Clerk's Office  
6100 South Park Ave  
Hamburg, NY 14075

TOH will not accept any proposals received after 2:00 P.M. EST or delivered to a location other than what is listed above. Late or incorrectly delivered proposals will be returned to the Offerer at their expense or destroyed after 30 days.

Proposers must submit one (1) original, and two (2) exact duplicate, numbered copies of the proposal response.

List the Proposal Number on the outside of the sealed box or sealed envelope and note, "Request for Proposal enclosed".

##### **C. Proposal Response Format**

1. All proposals shall include the fee schedule at the end of this RFP in addition to other information requested or that you wish to provide.

##### **D. Evaluation of Proposals**

1. TOH will evaluate the proposals as deemed fit. It is the intent of the TOH to award the contract to the respondent based upon relative experience, qualifications, and who will provide the highest quality of service at fair and competitive prices.



## **REQUEST FOR PROPOSAL (RFP)**

### **Payroll Service and Integrated Human Resources, Related Services**

2. TOH reserves the right to modify these specifications as deemed necessary. All modifications will be posted on our website [Townofhamburgny.gov](http://Townofhamburgny.gov).
  3. TOH reserves the right to reject any and all proposals and/or to negotiate final contract terms with any proposer as deemed in its best interest.
- E. Acceptance of Proposals
1. The TOH Agent shall accept all proposals that are submitted properly. However, TOH, or designer, reserves the right to request clarifications or corrections to proposals.
- F. Validity of Proposals
1. All proposals shall be valid for a period of one hundred twenty (120) days from the opening date of the request for Proposal.



## REQUEST FOR PROPOSAL (RFP)

### Payroll Service and Integrated Human Resources, Related Services

#### Company information / Fee Schedule

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Federal EIN: \_\_\_\_\_ Phone No. \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

Company Representative and Title: (Print Clearly) \_\_\_\_\_

Company Rep Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Were you or your company ever convicted of a crime? \_\_\_\_\_

Years in Business: \_\_\_\_\_ Number of Business Locations: \_\_\_\_\_

Please provide a monthly cost for the following:

- Cost to Process Bi-Weekly Payroll
- Cost to Process Quarter and Annual Taxes
- Cost of Payroll Software
- Cost of time clocks/phone app capability
- Any other expenses related to payroll, taxes, administrative functions.

\$ \_\_\_\_\_





19 Ransier Drive  
West Seneca, NY 14224  
Ph:716-675-7245 Fax:716-675-4957

## Project Proposal

<b>To:</b>	Town Of Hamburg Highway Dept	<b>Contact:</b>	Ed Hughes
<b>Address:</b>	2720 Lakeview Road Lakeview, NY 14085 USA	<b>Phone:</b>	716-649-7700
<b>Project Name:</b>	P22-118 Town Of Hamburg Woodlawn Storm PS Additional Upgrades	<b>Bid Number:</b>	P22-118
<b>Project Location:</b>	Woodlawn Ave & First Street, Blasdell, NY	<b>Bid Date:</b>	1/23/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
02	<p>Relocate 20" Underground Storm Water Force Main Piping To Discharge Into Blasdell Creek Approx. 180 LF At A Depth No Greater Than 5" To Top Of Pipe From Wet Well As Follows. Additional Items As Identified Below Based On Meeting And Value Engineering Between TOH Engineering And KCL.</p> <ul style="list-style-type: none"><li>- Reference Attached For Detail Of Connection To Existing 20" FM Including 20" Plug Valves &amp; 12" Riser</li><li>- Remove Section Of Existing 20" Ductile Iron Pipe Force Main Just North Of Wet Well And Install New Section Of 20" DI Pipe With Valves &amp; Tees And Connect New 20" HDPE Ductile Iron Pipe Size (DIP) DR-11 To Tee</li><li>- Extend 20" HDPE DR-11 20" HDPE Force Main Piping To Discharge Into Existing Creek With HDPE MJ Adapter &amp; DI MJ 45 Bend</li><li>- Remove &amp; Replace Or Core Existing Block And Stone Creek Bank Headwall As Required To Install New 20" Pipe</li><li>- Excavate &amp; Place Select Pipe Bedding Stone Around New 20" Pipe With Bury Tape And 12 Gauge Trace Wire</li><li>- NO WORK At Existing 6" By Pass &amp; Valve Boxes</li><li>- Load Out &amp; Haul Off Site All Excavated Materials</li><li>- Place &amp; Compact Select 2" Run Of Crush Stone To Match Existing Grade</li><li>- Hydrostatic Testing Of New 20" HDPE Force Main</li><li>- Tree &amp; Brush Removal By TOH</li><li>- Lawn Restoration By TOH</li><li>- Fence Removal &amp; Replacement By TOH</li></ul>	1.00	LS	\$65,102.00	\$65,102.00

**Total Bid Price:** \$65,102.00

### Notes:

- **Inclusions:**
  - Mobilization
  - Kandey Scope is Based on Attached TVGA Drawing B-12166 Dated July 1980 With Dick Roberts Mark Ups and Multiple Site Visits
- **Exclusions:**
  - Permits / Fees / Bonds / Special Insurance
  - Rock / Shale / Hazmat / Asbestos Removal
  - Existing Utility Removals or Relocations
  - Obstructions / Large Boulders / Utilities Not Marked by UFPO Or Identified on Drawings
  - All Restoration
  - NYSDEC or ACOE / Environmental Permits Or Fees
  - Well Pointing or Continuous Dewatering
  - Soils Testing
  - Erosion Control
  - Existing Control Panel Work, Pump Cable Terminations Only
  - Engineering or Fees For
  - Fencing Removal or Replacement
  - M&PT
  - NYS Sales Tax
  - Tree or Brush Removal



- Any Work Related to Existing 20" Force Main at Existing 6" Bypass Riser and 36" Intake Connection Including Locating Existing Intake Manhole Chamber in Area By Lake

**Payment Terms:**

Upon Completion / No Retention to Be Held, No Exceptions

This Proposal May Be Withdrawn by Kandey Company, Inc. If Not Accepted Within: **10 Days**

Delays or Standby Time Due To Circumstances Beyond Kandey Control to Be Invoiced at \$800.00 Per Hour

This Proposal P22-118 To Be Incorporated in Subcontract Agreement

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Kandey Company, Inc.**

**Authorized Signature:**  KCF 2-8-23

**Estimator:** Richard Roberts Jr  
716-818-1290 droberts@kandeycompany.com



## 2023 PLANNING APPLICATION FEE UPDATES (revised 2/7/23)\*

<u>Description</u>	<u>2023 Fee</u>
Sketch Plans	\$200.00
Minor addition and site Improvements	\$300.00
Less than 1 acre Dev. Area	\$800.00
Between 1 and 2 acres	\$1,500.00
Between 2 and 5 acres	\$2,000 + \$500 per acre or fraction
Between 5 and 10 acres	\$4,000 + \$750 per acre or fraction
Over 10 acres	\$10,000 + \$500 per acre or fraction
Re-Review of site plan materials (Not a new application)	\$500, \$750, \$1,000, \$1500, \$2,000 (for each above category)
SWPPP Plan Review	
1 – 4.99 acres	\$850.00
5 – 10 acres	\$1,100.00
Greater than 10 acres	\$1,500.00
Special Use Permit	\$300.00 + site plan fee
Public Hearing Fee	
	\$200.00
Site Plan Waiver	\$150.00
Rezoning Application Fees	
1 acre or less	\$500.00
1 – 5 acres	\$1,000.00
6 – 10 acres	\$3,000.00
11 – 50 acres	\$5,000.00
50 + acres	\$7,500.00

**\*ANY AND ALL FEES WILL BE DOUBLED IF THE OWNER / APPLICANT / DEVELOPER / LLC HAS ANY PROPERTY WITHIN THE TOWN OF HAMBURG THAT HAS EXISTING PERMIT VIOLATIONS**



## 2023 PROPOSED SUBDIVISION FEE UPDATES\*

<u>Description</u>	<u>2023 Site Plan Fee Schedule</u>
<b><u>MINOR SUBDIVISIONS</u></b>	
Sketch Plans	\$155.00
Preliminary Plan	\$300 + \$300/lot over 2
Public Hearing Fee	\$325.00
Final Plat (if required)	\$300.00
<b><u>MAJOR SUBDIVISIONS (NO PUBLIC IMPROVEMENTS)</u></b>	
Sketch Plan	\$500.00
Preliminary Plan	\$1,500.00+\$300/lot over 4
Public Hearing Fee	\$325.00
Final Plat	\$1,500.00
Re-Review of subdivision materials	\$1,000.00
(Not a new application)	
<b><u>MAJOR SUBDIVISIONS (WITH PUBLIC IMPROVEMENTS)</u></b>	
Sketch Plan	\$500.00
Preliminary Plan	\$1,500.00+\$300/lot over 4
Public Hearing Fee	\$325.00
Final Plat	\$2,000.00
Re-Review of subdivision materials	\$2,000.00
(Not new application)	
PIP Fees	"See Engineering Dept."
SWPPP Plan Review	
1 – 4.99 acres	\$1,000.00
5 – 10 acres	\$1,500.00
Greater than 10 acres	\$2,500.00

**\*ANY AND ALL FEES WILL BE DOUBLED IF THE OWNER / APPLICANT / DEVELOPER / LLC HAS ANY PROPERTY WITHIN THE TOWN OF HAMBURG THAT HAS EXISTING PERMIT VIOLATIONS**





EECG Consulting, LLC

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## **FY2023 Consulting Services Town of Hamburg, New York**

Prepared By:  
EECG Consulting, LLC

Submitted to:  
Town of Hamburg, New York

Mark Melewski  
Managing Director

EECG Consulting, LLC  
5651 Main Street, Suite 8-133  
Williamsville, New York 14221  
Tel: (716) 228-8447  
Email: [mark\\_melewski@eecgllc.com](mailto:mark_melewski@eecgllc.com)  
[www.eecgllc.com](http://www.eecgllc.com)

Letter of Agreement

February 2023



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<b>B. Letter of Agreement</b>	<b>4</b>
<b>C. Contact Information</b>	<b>6</b>





## A. Cover Letter

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**EECG Consulting, LLC**

February 9, 2023

Supervisor Randy Hoak  
Town of Hamburg  
6100 South Park Avenue  
Hamburg, New York 14075

Dear Supervisor Hoak:

I, Mark Melewski, Managing Director, EECG Consulting, LLC, would like to state my interest in providing consulting services to the Town of Hamburg, New York for FY2023. The letter of agreement is identified in the subsequent pages. If you have any questions or if you require any additional information please contact me directly at (716) 228-8447. Thank you again.

Best Regards,

Mark Melewski, MPP  
Managing Director  
EECG Consulting, LLC





## B. Letter of Agreement

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*The letter of agreement for consulting services to be provided to the Town of Hamburg, New York for FY2023 including overview, deliverables, and compensation is identified below.*

### LETTER OF AGREEMENT

February 9, 2023

Supervisor Randy Hoak  
Town of Hamburg  
6100 South Park Avenue  
Hamburg, New York 14075

Dear Supervisor Hoak:

The following constitutes our agreement for consulting services to be provided by Mr. Mark Melewski, Managing Director, EECG Consulting, LLC, Consultant, to and for Mr. Randy Hoak, Supervisor, Town of Hamburg, New York, Client. Consulting services provided by Consultant are identified as: Strategic Planning, Grants Management, Grant Writing Services, and Project Management.

Consulting services will be performed on the following schedule:

Consultant agrees that, commencing with the effective date of this agreement and terminating on 12/31/2023, he will, consistent with his other obligations, render to Client such consulting services as Client may request. The consulting services provided will include but are not limited to: strategic planning, project development, grants management, project management, project formulation, final project submission, grant writing, and preparation of supporting attachments and/ or documents. Consultant shall not be required at any time to render services that would conflict with any obligations of Consultant undertaken prior to the request for such services by Client.

Fees and expenses agreed upon and schedule for payments are as follows:

Compensation for the consulting services identified above will be paid to **EECG Consulting, LLC** by the **Town of Hamburg**:

- Invoices will be submitted by **EECG Consulting, LLC** to the **Town of Hamburg** for services provided on a regular basis
- Consulting services with respect to strategic planning, grants management, and grant writing will be provided by **EECG Consulting, LLC** to the **Town of Hamburg** at a fee of **\$80 per hour**
- Consulting services with respect to strategic planning, grants management, and grant writing will be provided by **EECG Consulting, LLC** to the **Town of Hamburg** at a fee of **\$80 per hour NOT TO EXCEED \$3,000 per Grant Application, and NOT TO EXCEED** the annual budgeted cap for all of the foregoing to the extent of **\$35,000 for the calendar year 2023**



- For consulting services with regards to **Project Management** for grant funded projects, **associated fees will be identified in each respective project budget**, and/ or such services shall be made either by the Town Supervisor or pursuant to a resolution by the Hamburg Town Board at a fee of **\$80 per hour**
- Any consulting services requested by the **Town of Hamburg** outside of the scope of services identified in this agreement will be provided by **EECG Consulting, LLC** at a fee of **\$80 per hour**, and the request for such services shall be made either by the Town Supervisor or pursuant to a resolution by the Hamburg Town Board
- Any and all purchases/ expenses for project related materials and/ or supplies approved by the **Town of Hamburg** will be submitted to the **Town of Hamburg** for **Full Reimbursement**
- All invoices shall include a brief description of the services rendered, the date upon which they were rendered, the amount of time expended in rendering those services, and such invoices shall be payable upon thirty (30) days of the invoice date

This agreement may be terminated by Client or Consultant at any time on thirty (30) days advance written notice.

This agreement represents the entire agreement between us and shall not be subject to any waiver, modification, or discharge except in writing signed by both of us. No representations or conditions are made by either party except as expressly contained in this agreement. This agreement shall be interpreted in accordance with the laws of the State of New York.

**Signatures:**

X Mark Melewski  
Mark Melewski, Managing Director, EECG Consulting, LLC

2/9/2023  
Date

X \_\_\_\_\_  
Randy Hoak, Supervisor, Town of Hamburg, NY

\_\_\_\_\_  
Date





## C. Contact Information

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Mark Melewski, MPP  
Managing Director  
EECG Consulting, LLC  
5651 Main Street, Suite 8-133  
Williamsville, New York 14221  
Tel: (716) 228-8447  
Email: [mark\\_melewski@eecgllc.com](mailto:mark_melewski@eecgllc.com)  
[www.eecgllc.com](http://www.eecgllc.com)





## **PROPOSED SCOPE OF WORK FOR SKATEPARK DESIGN SERVICES**

Pillar Design Studios, L.L.C. (Pillar) has prepared this scope of work to summarize our process and to aid in the clarification of project responsibilities. Accordingly Pillar is providing the Town of Hamburg (CLIENT) with this scope of work for the design of the Skatepark project. Pillar will serve as the Skate Park Designer and Specialist.

Scope of work includes:

- Professional Design Services for a Skatepark
- Construction Documentation, Technical Specification and Cost Estimate

### **PHASE I - Skatepark Planning and Project Management**

#### **Objectives:**

- Define scope of work, budget, schedule and overall project coordination.
- Review any existing studies, design concepts, existing data sources and any other applicable work done to date in regards to this project.
- Establish a working relationship with all team members.
- Offer three design concepts similar in size and budget to assist during the design process.

#### **I.a – Project Management**

- The goals of this phase will be to perform an analysis of the identified site. We will evaluate the skatepark location and condition, as well as identify and evaluate existing design issues, program elements and create a design program for the overall phase that meets the intent of the project goals and objectives.

#### **I.b - Define Scope, Budget and Collection of Materials**

- Pillar will provide the client with a project design program to help compile all necessary information pertinent to this project. This form will assist the design team with Skatepark Evaluation and Conceptual Design elements.
- The Client shall provide Pillar with a list of approved, required and/or prohibited construction products, materials, finishes and colors for this project.
- The Client shall provide Pillar with all available existing and proposed project information as it relates to the master plan improvements in CAD format, this shall include but not be limited to the following items:
  - a. Property lines and project boundaries
  - b. Survey benchmark and basis of bearing
  - c. Easements
  - d. Site improvements
  - e. Utility locations
  - f. Vegetation



- The Client shall provide Pillar with a geo-technical report containing the locations of all borings, an executive summary, detailed description of the findings and recommendations and a detailed report of the laboratory tests performed. Assisting the City with determining appropriate timing for any needed geo-technical information. The designer will be responsible for evaluating associated data and incorporating the data into the final Skatepark design. The cost of the Geo-Technical Report is the responsibility of the client.
- The Client shall provide Pillar with the proposed construction budget and any known in-kind or local costs for materials to be included in the estimate of probable construction costs.
- The Client shall provide Pillar with a list of all agencies required to review and approve the construction document package.
- The Client shall provide Pillar with any specific details, title blocks, specifications and/or document formatting requirements.

#### **I.c – Project Kick Off Meeting (VIRTUAL)**

- The Kick Off Meeting is where all team members are able to set the tone for the project, discuss goals, expectations, scheduling, budgeting.
- Establish the project working relationship with all members of the project design team.
- Review applicable studies, concepts, existing data sources, and any other work done to date in the interest of this project.
- Pillar will provide the client with a Flyer for promotional purposes no later than two weeks prior to the set public input meeting.

#### **I.d - Park Examples**

- Pillar will provide the Client with three (3) skate park design examples (the examples may include existing skate park projects) that fit the project size and budget constraints. These examples will show possible terrain and layouts to aid in the public design process.
- Skate park examples will be provided in both plan and 3 dimensional views.

#### **I.e - Social Media**

- Pillar will use our Facebook page (if one has not already been created specifically for this Skatepark project), to promote, facility and allow for open dialog during the Skatepark design phase. This page will be open to anyone with an Internet connection for public interaction during the design process.
- The Facebook page provides a discussion platform for users, City officials and design team to discuss design ideas throughout the design process. It also delivers a place for concepts to be displayed and users to give their feedback in real time.
- We will create a unique hashtag (#) to your Skatepark project, that will be used through the life of the project, which increases outreach, provides easy search capabilities as well as enhanced notifications.
- Pillar will use our social media connections and channels, ie Facebook, Instagram, Twitter and YouTube to full promote and advocate for your



Skatepark project. We will post preliminary concepts for feedback, flyers for upcoming meetings and events throughout the life of the project.

## **PHASE II – Schematic Design and Preliminary Estimate**

### **OBJECTIVES:**

- 2 Private design review meetings
- 2 Public design review – input meeting
- Three concept designs
- Provide final master plan concept
- Provide preliminary estimate of probable construction cost
- Final Skatepark design graphics in 3D format
- 3D fly through video of the final concept
- In-Kind donation allocation and funding assistance

### **II.a – Private Design Review Meeting**

- Pillar and the Client will meet at the site, discussing limitations, exceptions and advantages of the site prior to the public input/design meeting.

### **II.b – Public Input Meeting**

- This meeting will serve as an introduction of sorts, it gives the community and users alike to meet our design team, ask questions about our experience and discuss their Skatepark project in-depth. The meeting will be structured to cover two main points.
- Design Team Intro and User Request
  - a. Design team introduction; It gives the community and users alike to meet our design team, ask questions about our experience and discuss their Skatepark project in-depth.
  - b. We will discuss the users needs/wants.
  - c. Surveys will be distributed that will provide us with feedback needed for our analysis.
- This section of the meeting is meant to cultivate and grow the user's ideas, get them on paper and provide a starting point for our Design team.
  - a. We will provide three concept designs, that are similar in size and budget to begin discussions and aid in the flow of conversation. Please note these designs will not be site specific but merely a depiction of what can be done.
  - b. The lead design and project manager will walk the skaters/user groups through the designs discussing the reasoning behind the flow, style, etc.



- c. We employ an open format that allows attendees to engage directly with our design staff. Using visual aids, small group sketch sessions and video tools to engage the local users.
  - d. Social media links as well as hashtags will be given out to provide an outlet for further discussion regarding design intent.
- A typical design input workshop takes 2 to 3 hours.
  - Please note II.a and II.b will be conducted on the same on-site visit.

### **II.c - Skate Park Conceptual Designs**

- Based on the information obtained from the kick off meeting, design review meetings and social media. Pillar will prepare a maximum of three conceptual Skate park designs that illustrating the overall layout and fit within the proposed site and budget.
  - o Develop a maximum of three (3) conceptual Skatepark designs.
  - o Incorporation of amenities
  - o Incorporate environmental impact features/elements to meet the \$50,000 Environmental Impact Award from the Skatepark project.
  - o Preliminary cost estimates.
- The conceptual designs will be provided in both plan and 3 dimensional views.

### **II.d -Second Design Review Meeting**

- **Private Design Meeting**
- Pillar will discuss the conceptual designs with the City and PAC as well as provide the online - social media feedback that has been received.
- Once a direction has been established and agreed upon, Pillar will incorporate the social media comments and begin to shape designs.
- The conceptual designs will show the final Skatepark design and its relationships to the existing sites in general detail.
- Conceptual designs will be uploaded to social media channels to allow for users and community members to provide feedback.
- **Public Design Meeting**
- The second public design meeting will follow the same format as the first meeting only Pillar will present the skate park conceptual designs prepared specifically for this site. The meeting participants will also have opportunity ask any question and provide any input on the proposed skate park design.

### **II.e - Final Skate Park Plan**

- Pillar will prepare one final conceptual design based on the comments from the Client Review Meetings and users input.
- The conceptual design shall show the final Skate park design, proposed master plan improvements and their relationships to the existing site in general detail.



- Preliminary and Final Concepts will be provided in plan and 3d perspective views.

#### **II.f – Skate Park Fly-Through Video**

- Once the final design has been approved, Pillar will provided a 3D fly through video of the overall Skatepark design and its surroundings.

#### **II.g - Preliminary Estimate of Probable Construction Cost**

- Using general square footage prices (based on national average) not specific to the proposed project location (unless the Client has provided information on in-kind and/or local unit prices), Pillar shall provide the Client with an estimate of probable construction cost for the proposed Skate park and master plan improvements.

#### **II.h - Final Design Presentation (VIRTUAL)**

- Pillar will present the final design to the Town Board for approval.
- The designer will walk the Town through the final design, cost associated and answer any questions that may come up.

### **PHASE III - Design Development**

#### **Objectives:**

- Upon client approval of Skatepark design, Pillar shall prepare the design development drawings.
- Two internal staff/consultant meetings via phone conference.
- Expand upon the master plan design providing detailed direction as to the materials selection/location, Skatepark terrain layout/dimensions and site amenities.
- Refine the estimate of probable construction costs.

#### **III.a - Skatepark Design Approval Meeting (Phone Conference)**

- The Client and the design team will review the master plan to insure all design criteria has been met and confirm any revisions prior to beginning the construction documents.
- Upon conclusion of the phone conference, the client will provide Pillar with written notice to proceed.

#### **III.b – Project Design Development Plans**

- Various plans will be prepared to convey conceptual design intent and further refine quantities for cost estimation. A preliminary list of plans is described below. Plan information to be provided at 20 scale or greater and may be combined where possible, depending on graphic clarity.
  - o Existing Conditions
  - o Demolition Plan
  - o Layout and materials plans with enlargements as necessary
  - o Signage plan



- o Concept site grading plan
- o Skatepark Layout
- o Details as necessary for all improvements included in scope of work

### **III.c - Cost Estimate**

- A detailed unit cost estimate will be prepared to include all elements of proposed development, demolition or upgrade. Soft costs such as final design, permitting fees and construction costs will also be including in the cost estimate.

### **III.d - Client Staff Coordination Meetings (VIRTUAL)**

- It is assumed that two coordination meetings with Client staff will be held during this phase. Additional communication and phone conferences will occur as needed to resolve specific design and technical requirements.
- Please note design plans are now at a 60% level.

## **PHASE IV - Construction Documents**

### **Objectives:**

- Upon Client approval, Pillar shall finalize the construction documents in technical detail, setting forth the requirements for construction of the proposed master plan improvements.
- 90% and 100% Drawings
- 90% and 100% Cost Estimate
- 90% and 100% Technical Specifications/Project Manual
- Pillar will present the client with 100% construction document package for bidding and construction purposes.

### **IV.a - Skatepark Design Development Meeting (phone conference)**

- The Client and the design team will discuss the review comments for the 60% construction document package and the actions needed to address the comments.
- Upon conclusion of the phone conference, the client will provide Pillar with written notice to proceed.

### **IV.b - 60% Construction Documents**

- Upon receipt of notice to proceed, Pillar will commence production of the construction document package.
- In general the construction document package includes the construction drawings, written specifications, cost estimate and any required reports necessary to build the proposed master plan improvements.

### **IV.c - Construction Drawings**

- The construction drawings package typically includes the following sheets.



- Note additional plans/details may be added as necessary to further clarify design intent.
  - a. Cover Sheet: General project information and notes.
  - b. Site Plan: An overall plan showing the proposed master plan improvements plus any existing features requiring additional consideration.
  - c. Horizontal Control Plan: Reference points for all Skatepark features in standard Point/Northing/Easting format plus layout information for all plan view line-work.
  - d. Surface Grading & Drainage Plan: All necessary spot elevations, flow arrows, drain locations and swales needed to convey finish elevations and direction of flow within the Skatepark. Additionally, finish grade contours will be shown around the Skatepark depicting proposed grading need to tie the intended Skatepark into the existing grade.
  - e. Subsurface Drainage Plan: All necessary elevations, slopes, lengths, pumps, drains and outfall locations needed for the proposed drainage system.
  - f. Concrete Plan: Type, location, finish and color of all of the concrete.
  - g. Coping Plan: Type, location, finish and color of all coping and metal components.
  - h. Jointing Plan: Type and location of all concrete joints.
  - i. Cross Sections: Multiple dimensioned vertical sections cutting through all terrain elements within the Skatepark.
  - j. Details: Standard and custom construction detailing for all master plan improvements.

#### **IV.d - Statement of Probable Construction Cost**

- Pillar will provide a cost estimate for all master plan improvements as detailed in the scope of work.

#### **IV.e - 90% Design Development Review Submittal**

- Pillar will submit 90% construction documents, specifications and probable construction cost for review by the client.
- It shall be the responsibility of the client to review all materials submitted by Pillar and provide a written response with any questions or comments.

#### **IV.f - 100% Construction Documents Meeting (phone conference)**

- The Client and Pillar will discuss the review comments for the 90% construction document package and the actions needed to address the comment.
- Upon conclusion of the phone conference, the client will provide Pillar with written notice to proceed.

#### **IV.g - 100% Construction Documents**

- Upon receipt of notice to proceed, Pillar shall address the final review comments and prepare the final construction document package.



- The final package will be stamped by a licensed PE.
- Upon completion of the final construction document package the following shall be delivered to the client, in electronic format:
  1. Reproducible scans of the construction drawings in PDF format.
  2. Written specifications in PDF format.
  3. Statement of probable construction costs in PDF format.
  4. Comma-delimited text file (CSV) containing all reference points in Point/Northing/Easting format.

#### Project Assumptions

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All written documents will be generated using Microsoft Word, Version 2016.
- All spreadsheet documents will be generated using Microsoft Excel, 2016
- All CAD files will be generated with AutoCAD 2022.
- The topographical survey will be completed by Pillar.
- Pillar has not retained a Geo-technical Engineer, Landscape Architect or Civil Engineer. Final drawings will be stamped by a Professional Engineer.
- Pillar agrees to include environmental impact features into the design, these features will have a construction budget of \$50,000.
- The Client shall provide Division 1 Specifications, Bidding and Agreement Forms/Bonds, Conditions of the Contract, and any other non-technical specification.
- Additional meetings, if required and approved, will be billed at our normal hourly rates.
- Additional plan sets, if required and approved, will be billed at our normal in-house, or out-of-house duplication rates.

#### Project Fees

Fees for the Services detailed in the proposed scope of work are outlined below. The fees, though based on man hours per task, are presented as lump sum not to exceed amounts. However, these fees are negotiable, and we reserve the right to re-negotiate should the scope of work change. Reimbursable expenses are included in the fee below.

The fees listed below include preparation of plans one time only. Changes to the plans and/or design made by the Client and/or reviewing agencies, which could not reasonably be anticipated by Pillar Design Studios, will be completed upon Client approval on a time and materials basis.

#### SKATEPARK DESIGN, PLANNING AND CONSTRUCTION SERVICES

PHASE I	Planning and Project Management	\$2,500
PHASE II	Schematic Design	\$15,250
PHASE III	Design Development	\$16,000
PHASE IV	Construction Documents	\$13,750
<b>TOTAL</b>		<b>\$47,500.00</b>



POSSIBLE ADDITIONAL SERVICES  
In Person Final Presentation Meeting

\$3,500.00

Please note our design fee includes drainage and sustainable design elements, if an in-depth stormwater management plan is required this is in addition to the fee above. We understand the Town is working within a fixed budget, we are eager to work with the Town and discuss cost saving options.

**Contract Provisions**

1. The compensation due Pillar Design Studios, LLC. for the work to be performed hereunder shall be set forth in Fees and Expenses above. The parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis, and shall be in addition to any budget, bid, or maximum price agreement for the above described scope of work. Wherever practical, changes, additions, or modifications to the scope of work shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Pillar Design Studios, LLC. hereunder, provided the change was in fact approved and ordered by the Client. Client accepts that signing this form shall be construed as authorization by the Client for Pillar Design Studios, LLC. to proceed with the work.
2. All fees, commissions, product charges and expenses billed shall be due within thirty (30) days of the date of billing. Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (18.0% A.P.R.). Client agrees that all statements not objected to in writing within five (5) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of Pillar Design Studios, LLC's performance and the value of the services provided to Client.
3. Any cost estimates provided by Pillar Design Studios, LLC. will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures Pillar Design Studios, LLC. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
4. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, Pillar Design Studios, LLC. should be listed as the Skatepark Designer and/or Landscape Architect (as applicable). In addition, this contract represents non-exclusive approval by the Client for publication of the project by Pillar Design Studios, LLC.
5. The client shall be permitted to retain physical copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The client shall be permitted to retain an electronic copies of drawings and specification in the event the project must be completed by others as Pillar Design Studios, LLC is in default under this



agreement. The drawings and specifications shall not be used by the Client on another project.

6. Notwithstanding any provision herein to the contrary which requires safekeeping of documents or obligates Pillar Design Studios, LLC. to safe keep or provide documents to Client, Pillar Design Studios, LLC. shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce such documents by reason of the casualty, destruction or loss of documents held by Pillar Design Studios, LLC. unless such casualty, destruction or loss shall be the result of the intentional and wrongful act or the gross negligence of Pillar Design Studios, LLC..
7. If the project is suspended or abandoned, in whole or in part, for a period of sixty (60) days or more, or upon instruction by Client to Pillar Design Studios, LLC. to suspend activity on the project, Pillar Design Studios, LLC. shall be compensated for all services performed together with all reimbursable expenses due and the contract shall be deemed terminated. If the project is resumed after such suspension the Agreement between Client and Pillar Design Studios, LLC. shall be re-negotiated prior to resumption of work by Pillar Design Studios, LLC. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, work, services, and furnishings for a sixty- (60) day period or written instruction by Client to suspend substantially all project activities.
8. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions thereof.
9. In the event of a default of any provision of this Agreement, after ten (10) days notice to cure is delivered, this Contract shall be deemed terminated by the non-defaulting party by reason of default. For purpose hereof, any failure to pay sums due under Paragraph 2, above, for a period of ninety- (90) days shall be deemed justifiable grounds for declaration of default. Moreover, Pillar Design Studios, LLC. failure to substantially perform under this Agreement shall be deemed justifiable grounds for declaration of default. In addition, either party may terminate this agreement with or without cause upon thirty- (30) days written notice by either party.
10. Laws of the State of Arizona shall control any proceedings arising in the transaction described herein. All claims, disputes, and other matters in question arising out of, or relating to, this Authorization or the breach thereof may be decided by arbitration in accordance with the rules of the American Arbitration Association. Either the Client or Pillar Design Studios, LLC. may initiate a request for such arbitration, but consent of the other party to such procedure shall be mandatory. No arbitration arising out of, or relating to this Authorization may include, by consolidation, joinder, or in any other manner, any additional party not a party to this Authorization.
11. In the event legal action is brought by the Client or Pillar Design Studios, LLC. against the other to enforce any of the obligations hereunder or arising out of the dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fee's, costs and expenses as may be set by the court.



12. Pillar Design Studios, LLC. shall carry a minimum errors and omissions liability insurance of \$1,000,000.00 that will include the Client as an additional insured.
13. Consultant's liability to the client for any claim or cause of action based on negligence, breach of contract, indemnity or any other theory of liability shall be limited to \$50,000 or the fee received for Consultant's services, whichever is greater.
14. This agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
15. This agreement supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.

### **Acceptance**

If this proposal meets with your approval, please sign and email to [nicole@pillardesignstudios.com](mailto:nicole@pillardesignstudios.com). When accepted, this proposal will serve as a mutual commitment between Pillar Design Studios, LLC. and the Client for the above outlined services and fees. Work will be scheduled upon receipt of signed agreement.

By signing below you are accepting the terms and condition listed above.

### **Pillar Design Studios, L.L.C.**

Date: 2/09/2023

By:   
Brad Siedlecki, Principal  
Pillar Design Studios, L.L.C.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Town of Hamburg, NY

ATTACHMENT: The Town of Hamburg & the Skatepark Project agreement in regard to design services only.





April 30<sup>th</sup>, 2021

Attn: Martin Denecke  
Town of Hamburg  
4540 Southwestern Blvd.  
Hamburg, New York 14075

Dear Martin:

I'm pleased to inform you that The Skatepark Project (formerly known as the Tony Hawk Foundation) is offering you up to \$300,000 ("Award"), consisting of a \$250,000 matching grant ("Matching Award") and a \$50,000 Environmental Impact Award. This Award is made available through the generosity of the Ralph C. Wilson, Jr. Foundation, to assist in the **construction** of your public, non-profit skatepark in the Town of Hamburg, subject to the following conditions:

The Award is a challenge grant, which requires you to raise at least \$50,000 and up to \$250,000 ("Matching Amount") from another source or sources by April 30<sup>th</sup>, 2022. Any money raised by you through April 30<sup>th</sup>, 2022 ("Fundraising Deadline") that is designated for construction of your skatepark (not including site amenities outside the skatepark) will count towards raising the Matching Amount.

Funds raised before applying for this grant can be included in your Matching Amount.

You must raise at least \$50,000 to qualify for the Matching Award.

When you have raised the Matching Amount, you must contact The Skatepark Project at [contact@skatepark.org](mailto:contact@skatepark.org) and provide the following:

- The sum of your total fundraising for your skatepark project; and
- A copy of a bank statement or account balance receipt; and
- A signed and dated letter, on your organization's letterhead (or your fiscal sponsor's letterhead), indicating the current skatepark account balance. Letter must be signed by the organization's CEO, President, or Chairperson.

Upon receiving evidence that you have raised the Matching Amount, your Award check will be processed and sent to you.

It is our hope that this fundraising challenge and your receipt of the Award, should you succeed in raising the Matching Amount, might also help raise your project's public profile. We'll leave such publicity strategies to your discretion. We only ask that you don't imply that Tony Hawk will be appearing at your park, and that no one exploits his name for personal gain.

If you received a physical agreement, please sign and return this original document to: 1203 Activity DR, Vista, CA 92081

If you received an electronic agreement, please complete the information fields, apply your electronic signature, and submit the document.

If the Award is granted to you, such grant is made subject to the following conditions:

1. You agree to assume any and all liability for:



- a. The construction and operation of the skateboard park, and
  - b. The implementation of any information or advice given to you by The Skatepark Project, Ralph C. Wilson, Jr. Foundation, the Community Foundation For Southeast Michigan, or the Community Foundation For Greater Buffalo ("Foundations").
2. The Foundations have the right to terminate the grant, to modify or withhold any payment otherwise due under the grant, or to require repayment of any expended or unexpended grant funds if the skatepark is not operational within **two** (2) years of the date of this agreement, or if in the Foundations' sole judgment:
  - a. Grant funds or income arising from the grant have been used for purposes other than those described above; or
  - b. Your organization has failed to comply with any of the terms of the grant.
  - c. You make significant modifications to your skatepark plan, as described in the original Grant Application, without obtaining the advance approval of The Skatepark Project.
3. You assure the Foundations that an experienced, qualified specialty skatepark designer and an experienced, qualified specialty skatepark builder will be hired to work with local skaters and the community to create a unique design for the skatepark. Further, you will not enter into a contract agreement with a skatepark designer or skatepark builder without written approval and consent from The Skatepark Project. In connections therewith, you will submit to The Skatepark Project the following information for consideration:
  - a. A List of previous five (5) skatepark projects (location, size) completed by skatepark designer and skatepark builder; and
  - b. A List of reference names and phone numbers of representatives from each of the five (5) projects completed by the skatepark designer and skatepark builder.
4. You agree to allow a consultant of The Skatepark Project's choosing to negotiate with your approved skatepark design and construction vendors to specify environmental-impact features that will be included in the resulting skatepark or in the process of developing the skatepark (some examples of typical environmental features are listed in Appendix A, however, the specific environmental features required of your skatepark will vary from these examples and will be specified by The Skatepark Project and it's consultant at a later date in a final Appendix A). The Environmental Impact Award is to be used to construct these features. Further, the Environmental Impact Award is conditioned on your compliance with (i) the requirements of the Matching Award and with (ii) the environmental impact features to be specified by The Skatepark Project's consultant in the final Appendix A, which will be verified by The Skatepark Project and its consultant.
5. You agree to provide a written progress report (via The Skatepark Project's online questionnaire) on or before six months from the date of this agreement, and every six months thereafter until the skatepark opens, detailing the manner in which the Grant money has been spent and the progress you've made in accomplishing the purpose of the Grant. Within **three** (3) months of opening the skatepark, you agree to submit a final report (via The Skatepark Project's online Final Report questionnaire), to send **ten** (10) photographs showing the entire skatepark in use (emailed to TSP staff), and to submit **three** (3) video testimonials of your advocacy experience (via The Skatepark Project's online Skatepark Story submission portal) – one from the grant writer, one from the lead advocate, and one from the youth ambassador (and parent).
6. You qualify as a public charity as described in Internal Revenue Code ("IRC") Section 501(c)(3) and IRC Section 170(b)(1)(a), or you are a state or local agency, including public school systems or public projects. You agree to inform The Skatepark Project **February 13, 2023**




any alterations in your organization's structure or activities which may adversely affect its status under this Code provision.

7. You agree NOT to expend grant funds from The Skatepark Project:
  - a. To carry on propaganda or otherwise to attempt to influence legislation within the meaning of IRC 4945(d)(1), or
  - b. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of IRC Section 4945(d)(2). (The term "legislation" in this case does not include actions by executive, judicial or administrative bodies, such as school boards, housing authorities, zoning boards, and similar federal, state or local special-purpose bodies.)
8. Neither Tony Hawk's name nor likeness may be used for any purpose, including, without limitation, in connection with the skatepark and/or any other activities of the Oakland County Sheriff Police Athletic League, or otherwise. Notwithstanding the foregoing, you are welcome to make any appropriate public announcements about this grant, particularly if they are designed to boost local fundraising efforts.
9. You give the Foundations permission to publicly release information concerning this fundraising challenge and grant (if awarded), including your statements and correspondence with the Foundations.
10. You shall fully indemnify, defend, and hold harmless The Skatepark Project, Tony Hawk, Inc., Tony Hawk, Ralph C. Wilson, Jr. Foundation, Community Foundation For Southeast Michigan, Community Foundation For Greater Buffalo, and each of their affiliates, officers, directors, partners, shareholders, employees, contractors, successors, licensees and assigns (collectively, "Indemnified Parties"), of and from all claims, actions, suits, damages, liabilities, losses, settlements, judgments, costs or expenses (including but not limited to reasonable attorneys' fees and court costs) with respect to any and all claims arising in connection with the fundraising challenge and/or the grant (if awarded) and/or the skatepark, including, without limitation, any and all third-party claims for injuries and or other damages, if any, resulting at, or otherwise related to, the skatepark, whether or not the relevant claim has merit, or which arise out of or relate to any breach of any representation or warranty of Oakland County Sheriff Police Athletic League under this Agreement or under applicable law.
11. In the event that you maintain a general liability insurance policy or similar coverage, you will name each of the Foundations as additional insureds.

Please signify your agreement to the above terms of the grant by signing below. The agreement must be signed by the officer or officers who are, under your bylaws and the law governing you, authorized to execute contracts on your organization's behalf. The agreement must be signed no later than 14 days from the date it was issued.

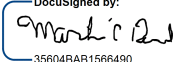
Sincerely,

DocuSigned by:

Benjamin Bashein

Benjamin Anderson Bashein  
Executive Director  
The Skatepark Project



By: 35604BAB1566490...

Name: Martin Denecke

Title: Director

Date: 5/11/2021

The electronic-transfer payment will be made to: Town of Hamburg

Please enter the Grant Recipient bank-account routing information below. See Below

Bank Name: M & T Bank

Bank ABA: 022000046

Account Number: 8890766689

Account Name: Town of Hamburg



## **Appendix A – List and description of environmental impact features**

1. Stormwater Facility

A green stormwater facility will be located within the skatepark to manage a portion of runoff from the impervious area using plants and soil. The facility will be planted with native plants and sized per local stormwater standards.

*Total Quantity: 1,500 square feet*

2. Educational Signage

Signs will be installed at the skatepark to inform visitors of the sustainable features that are incorporated within the skatepark.

*Total Quantity: 2*

3. Shade Trees

Trees will provide shade over the skatepark for visitors and help cool the site.

*Total Quantity: 6*

4. Native Planting

Native plant material around skatepark will integrate skatepark into surrounding landscape and promote use of drought-tolerant native plants.

*Total Quantity: 1,500 square feet*

5. Recycle Bins

Recycle bins to be installed adjacent to skatepark to allow / promote recycling.

*Total Quantity: 2*



## **Behavioral Health Team**

### **Agreement between Endeavor Health Services and the Town of Hamburg, NY**

This Agreement is made by and between The Town of Hamburg a New York municipal corporation with its principal office located at 6100 South Park Ave, Hamburg, NY and Endeavor Health Services (hereinafter "Endeavor") located at 1526 Walden Avenue Cheektowaga, NY 14225.

#### **RECITALS**

**WHEREAS**, Endeavor is fully qualified, capable and willing to provide behavioral health, crisis intervention services as more fully described below to individuals referred to it by the Town during emergency calls; and

**WHEREAS**, the Town desires to have such services provided by Endeavor.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants, the sufficiency of which the parties acknowledge, the parties agree to the terms and conditions of this Agreement as follows:

#### **ARTICLE I. RESPONSIBILITIES OF ENDEAVOR**

**Section 1.1 REPRESENTATIONS AND WARRANTIES:** Endeavor represents and warrants, for itself and each of its employees, agents and independent contractors that provide services, that at all times during the term of this Agreement they shall: (i) be currently and properly licensed and/or certified to provide services in the State of New York; (ii) be fully capable and qualified to provide the services described herein; (iii) be enrolled as a provider in good standing with such third party payers as the Town may reasonably require; (iv) not be excluded from participating in any federal or state health care program, and/or not employ or contract and person(s) so excluded; (v) notify the Town immediately in writing of any change in status of any of the representations and warranties contained in this Section.

#### **Section 1.2 DESCRIPTION OF SERVICES:**

Endeavor shall embed a behavioral health clinician in the Police Department of the Town to form a Behavioral Health Team ("BHT"), as part of a co-responder model. Utilizing evidence-based practices of WRAP<sup>®</sup> and CIT training, the BHT will provide immediate screening, assessment, follow-up and linkage to appropriate services for people in need of support due to mental illness, substance abuse, poverty, domestic violence, homelessness, abuse, and/or trauma (hereinafter "Services").



**Section 1.3 PERFORMANCE OF SERVICES:** The manner in which the Services are to be performed and the specific hours to be worked by Endeavor shall be mutually agreed upon by both parties.

**Section 1.4 REFERRALS:** Endeavor shall accept referrals from the Town of individuals in need of Services, including mental health and/or substance abuse treatment, community linkages or care coordination. The parties shall fully comply with the federal Anti-Kickback Statute (42 U.S.C. section 1320a-7b) and State Anti Kickback Statute (NY Social Services Law section 366-d).

**Section 1.4(a) REFERRALS FROM VILLAGE OF HAMBURG & VILLAGE OF BLASDELL POLICE DEPARTMENTS:** When the Village of Hamburg or Village of Blasdell Police Departments wish to utilize the services of Endeavor's embedded behavioral health clinician, the respective Chiefs of Police for those entities, or their designees, shall contact the Chief of Police for the Town of Hamburg, or his designee, and request a referral. The Town of Hamburg's Chief of Police, or his designee, will then deploy Endeavor's services. Endeavor's behavioral health clinician shall, at all times, continue to report solely to the Town of Hamburg's Chief of Police, or his designee.

**Section 1.5 CORPORATE COMPLIANCE:** Endeavor shall be responsible for its own corporate compliance including, but not limited to, utilizing and maintaining compliant documentation and billing of its services.

**Section 1.6 QUALITY OF SERVICES:** Endeavor shall carry out quality and ethical services by following all applicable regulations and regulatory guidelines.

**Section 1.7 INSURANCE:** During the term of this Agreement, Endeavor, at its sole cost, shall maintain, the following limits of insurance:

a.	Workers' Compensation and Disability Employer's Liability	New York State Statutory Unlimited in New York
b.	Commercial General Liability, including Products Liability, Completed Operations Liability, Bodily Injury and Property Damage	\$1,000,000 per occurrence \$2,000,000 aggregate
c.	Excess/Umbrella Liability	\$1,000,000 per occurrence
d.	Professional Liability	\$1,000,000 per claim made

The coverage for insurance under paragraph 1.7 (b) and (c) shall name the Town as an additional insured. Such policy or policies shall provide for both the defense and indemnification of the Town and will act as the primary insurance for any costs, claims,



losses, liabilities, penalties, fines, citations, expenses, forfeitures, or other damages resulting from Endeavor's failure to perform its obligations hereunder or to the extent attributable to its negligent and/or unlawful acts and omissions. Endeavor agrees to notify the Town in writing no less than thirty (30) days prior to the cancellation, modification or non-renewal of any insurance coverage. Notwithstanding the foregoing, the Town shall remain liable for direct damages resulting from its negligence.

## **ARTICLE II. COMPENSATION**

**Section 2.1 PAYMENTS:** The Town agrees to make payments to Endeavor to cover the budgeted amount of \$60,000, to be paid in quarterly installments of \$15,000 each, the first such installment to be paid upon the commencement of the services outlined in this Agreement, and then on a quarterly basis thereafter for the term of this Agreement. Costs and budgets moving forward after the commencement of services and the effective start date of this Agreement, will be mutually agreed upon by both parties.

**Section 2.2 EXPENSE REIMBURSEMENT:** The Town agrees to reimburse Endeavor for any expenses that are mutually agreed upon by both parties.

## **ARTICLE III TERM AND TERMINATION**

**Section 3.1 TERM:** The term of this Agreement shall be for one (1) year, which shall begin upon the commencement of services outlined in this Agreement by Endeavor. The date that services commence shall be the effective "start date" of this Agreement. This Agreement shall automatically renew for an additional one (1) year term from the start date, unless either party to this Agreement notifies the other party in writing, at least thirty (30) days prior to the anniversary date of this Agreement, that said party wishes to terminate this Agreement, or unless the Agreement is terminated by the operation of law or another provision of this Agreement.

**Section 3.2 TERMINATION WITHOUT CAUSE:** This Agreement may be terminated by either party, without cause, upon ninety (90) days written notice to the other party.

**Section 3.3 TERMINATION FOR CAUSE:** In the event either party to this Agreement breaches a material term of this Agreement and such breach remains uncorrected for a period of ten (10) days after written notice of said breach is given by the other party, then this Agreement may be immediately terminated by further written notice. Such termination will be effective upon receipt of such notice. The Town can immediately terminate this Agreement by written notice if (1) Endeavor violates any of the representations and warranties contained in Section 1.1 of this Agreement, and/or



(2) Endeavor in any way jeopardizes the health or welfare of any Town residents. Such termination will be effective upon receipt of such notice.

#### **ARTICLE IV RELATIONSHIPS**

**Section 4.1 INDEPENDENT CONTRACTOR:** In the performance the Services provided by this Agreement, it is understood and agreed by both parties that no relationship of employer and employee is created by this Agreement. Endeavor agrees that at all times it is performing its obligations under this Agreement as an independent contractor. Endeavor shall not have any claim under this Agreement or otherwise against the Town for vacation pay, sick leave, retirement benefits or employee benefits of any kind.

**Section 4.2** Endeavor, including any of its officers, agents or employees will not, at any time, hold itself out as an agent, officer, or employee of the Town.

**Section 4.3** Endeavor's officers, agents and employees who perform Services for the Town under this Agreement shall also be bound by the provisions of this Agreement. Endeavor shall, at the request of the Town, provide adequate evidence that said officers, agents, and employees have successfully passed all required background checks required by federal, state, and local laws and regulations.

#### **ARTICLE V INDEMNIFICATION**

**Section 5.1** Endeavor shall hold the Town, its officers, agents, and employees, harmless and fully indemnify it for and against any costs, claims, losses, liabilities, penalties, fines, citations, expenses, forfeitures, or other damages resulting from its failure to perform its obligations under this Agreement or to the extent attributable to Endeavor's negligent and/or unlawful acts or omissions.

**Section 5.2** The town shall hold Endeavor, including its officers, agents, and employees harmless and fully indemnify it for and against any costs, claims, losses, liabilities, penalties, fines, citations, expenses, forfeitures, or other damages resulting from its failure to perform its obligations under this Agreement or to the extent attributable to the towns negligent and/or unlawful acts or omissions.

#### **ARTICLE VI CONFIDENTIALITY AND OWNERSHIP OF RECORDS**

**Section 6.1** Each party shall comply with all federal and state confidentiality laws including, but not limited to, the Health Information Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009.

**Section 6.2** Each party may from time to time during the course of this Agreement, receive confidential information about the other including, but not limited to,



information about the other's records, practices, procedures, strategies, organization, finances and other related information. Neither party shall use or disclose any such confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement, without the express written permission of the supplying party. If a party is served with a subpoena or other legal process concerning confidential information of the other party, the receiving party shall immediately (not more than forty-eight (48) hours after receipt) notify the other party and shall cooperate with the other party in any lawful effort to contest the legal validity of such process the receiving party may wish to pursue.

**Section 6.3 CONFIDENTIALITY AFTER TERMINATION:** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**Section 6.4 RETURN OF PROPERTY:** Upon termination of this Agreement, Endeavor shall immediately deliver to the Town, any and all records, notes, data, memoranda, models, and equipment of any nature that are in Endeavor's possession or under Endeavor's control that are the property of the Town or relate to Town business. Conversely, the Town shall immediately deliver to Endeavor, any and all records, notes, data, memoranda, models, and equipment of any nature that are in the Town's possession or under the Town's control and that are Endeavor's property or relate to Endeavor's business. The content of these items will be detailed at the time of termination.

## **ARTICLE VII MISCELLANEOUS**

**Section 7.1 NON-DISCRIMINATION:** The parties agree that all Services provided under this Agreement shall be in compliance with all applicable federal, state and local laws, rules and regulations, and with standard imposed upon her specialty. The parties shall provide services without regard to the race, creed, religion, national origin, gender, disability, marital status, blindness, age, or sexual preference.

**Section 7.2 MARKETING, ADVERTISING AND PUBLICITY:** The parties to this Agreement reserve the right to use and control the use of its name and all symbols, trademarks, and service marks presently existing or later established by it. Neither party shall use the other party's name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of that party.

**Section 7.3 HEADING AND EXHIBITS:** The article and section headings in this Agreement are used solely for the convenience and shall not be deemed to limit the subject of such article or section and shall not be considered in their interpretation. Any reference in this Agreement to an article, section or exhibit is a reference to an article, section, or exhibit of this Agreement.



**Section 7.4 GENDER AND NUMBER:** Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neutral, and plural of all words shall include the singular and plural.

**Section 7.5 SEVERABILITY:** In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its term disregarding such unenforceable or invalid provision.

**Section 7.6 ASSIGNMENT:** The parties shall not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written permission from the other party.

**Section 7.7 NO WAIVER:** The failure of either party to insist at any time upon the strict observance or performance of any provision of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any right or remedy of such party or be construed as a waiver or relinquishment thereof with respect to subsequent defaults or breaches. Every right and remedy given by this Agreement to the parties hereto may be exercised from time to time and as often as may be deemed expedient by the appropriate party.

**Section 7.8 CHOICE OF LAW:** The parties agree that New York Law shall govern all terms of this Agreement, including this Section. The parties expressly submit themselves to the personal jurisdiction of the State of New York. The parties agree that any legal action commenced relative to this Agreement will be commenced in New York State Supreme Court and venued in the County of Erie.

**Section 7.9 ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreement or understandings, whether oral or written. This Agreement and any amendment(s) hereto may be signed in separate identical counterparts, each of which shall be deemed an original and both of which together shall constitute a single agreement. This Agreement and any amendment(s) may be in the form of an electronic document and signed by an electronic signature pursuant to the State Technology Law and the federal Electronic Signatures in Global and National Commerce Act.

**Section 7.10 AMENDMENTS:** Any amendments to this Agreement shall be effective only if in writing and signed by the authorized representatives of both parties.

**Section 7.11 NOTICES:** A notice required to be given pursuant to any provisions of the Agreement shall be given in writing, and deposited with the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, or by a recognized overnight courier service, addressed to the signers of this Agreement.



**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement as of the day and year first above written.

---

Elizabeth L. Mauro, CEO  
ENDEAVOR HEALTH SERVICES

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Randall Hoak, Town Supervisor  
Town of Hamburg



STATE OF NEW YORK     )  
COUNTY OF ERIE         )     ss:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK     )  
COUNTY OF ERIE         )     ss:

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned, personally appeared Elizabeth L. Mauro, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public